

JUDGE DANIELS

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
HOT STITCH, LLC.,

Plaintiff,

- against -

ASHLEY STEWART, LTD.,  
d/b/a URBAN BRANDS, INC., and  
ETHAN SHAPIRO,

Defendants,  
----- X

Doc. No. **08 CIV 62967**

**DECLARATION OF SAMUEL  
MESRIE IN SUPPORT OF  
ORDER TO SHOW CAUSE**

SAMUEL MESRIE declares, under penalty of perjury, as follows:

1. I am the Chief Executive Officer of Hot Stitch, LLC. ("Plaintiff" or "Hot Stitch"), a New York limited liability company in the business of manufacturing, importing and wholesale distributing women's, misses and junior apparel and garments. I am fully authorized to make this Declaration and my account of the events stated herein is made upon personal knowledge, except as those matters stated upon information and belief.

2. I make this Declaration in support of an Order temporarily, then permanently, declaring Hot Stitch's right to sell off the apparel goods produced for Ashley Stewart, Ltd. ("Ashley Stewart", "Ashley" or "Defendant"), if the latter is unable or unwilling to purchase the goods at the commercially reasonable terms outlined in Ashley's own purchase orders, described more fully below. I further respectfully demand judgment against Ashley Stewart, Urban Brands and/or Ethan Shapiro in the amount of \$185,324, and for all such other relief the Court deems just and proper.

**THE PARTIES**

3. My company, Hot Stitch, is a New York Limited Liability Company organized as of May 7, 2007. Our principal headquarters is at 1407 Broadway, Suite 1208, New York, New York. Hot Stitch does business as Just Ernie, Inc. Hot Stitch d/b/a Just Ernie, Inc. is in the business of manufacturing, importing and distributing wholesale women's, misses and junior apparel and garments.

4. Hot Stitch currently has eight employees and monthly operating costs of approximately \$80,000.

5. As the Chief Executive Officer of Hot Stitch, I am ultimately responsible for Hot Stitch's business transactions and day-to-day operations.

6. Upon information and belief, Defendant Ashley Stewart, is a chain of specialty retail clothing stores owned and operated by Urban Brands, Inc. ("Urban Brands"), a Delaware corporation, having its principal place of business at 100 Metro Way, Secaucus, New Jersey, 07094.

7. Upon further information and belief, Urban Brands also owns and operates another chain of retail clothing stores called Marianne in the U.S. Territories of Puerto Rico.

8. Upon information and belief, Ashley Stewart runs approximately 200-plus retail storefronts in about two dozen U.S. states, the District of Columbia and the U.S. Virgin Islands, as well conducts online sales via its website.

9. Upon information and belief, the President of Urban Brands is Steve Newman. The Chief Executive Officer of Urban Brands and Ashley Stewart is Ethan Shapiro ("Ethan").

10. Upon information and belief, Urban Brands employs approximately 2,000 individuals and has annual sales of approximately \$100-124.9 million.

**ASHLEY'S CURRENTLY UNPAID BALANCE &  
REMAINING UNDELIVERABLE GOODS**

11. Ashley Stewart currently has a total unpaid balance due to it of \$185,324.00 for unpaid goods sold, produced and delivered by Hot Stitch to Ashley. This aggregate balance is comprised of 13 individual invoices, collectively annexed hereto as **Exhibit A**, spanning from April 9, 2008 through June 4, 2008, respectively.

12. In addition to this outstanding balance for merchandise already delivered, Ashley also placed orders with Hot Stitch for approximately 26,712 additional pairs of denim jeans, fully described below. These jeans, which Hot Stitch produced specifically for Ashley's orders, have an estimated value of \$253,764.00. A copy of the purchase orders comprising this figure is collectively annexed hereto as **Exhibit B**. To date, however, Hot Stitch is being forced to hold this merchandise as Ashley refuses to honor its purchase orders, neither paying Hot Stitch nor taking delivery of the remaining garments.

**COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES**

13. Beginning in or around July of 2007, I began doing business with Ashley Stewart. Ashley would place purchase orders with Hot Stitch for the production and delivery of women's clothing apparel, including denim jeans.

14. Upon receiving an order, I would have Hot Stitch import the denim jeans from overseas producers in quantities necessary to satisfy Ashley's stated requirements.

15. When the shipment arrived, Hot Stitch would then deliver the apparel, which was embroidered with the "Ashley Stewart" trade name into the garments, as well as with attached tags and labels bearing the name.

16. Lastly, Hot Stitch would complete the transaction by shipping the finished goods to Ashley Stewart.

17. It is my information and belief that Ashley Stewart would thereafter distribute and sell the jeans through its retail stores, or its company-operated web site.

18. At issue here are two distinct varieties or styles of jeans produced by Hot Stitch for Ashley Stewart are particularly relevant. Style 4100 ("4100") is a "Black" denim "5-Pocket Straight Leg Jean"; and Style 4101 ("4101") is a "Blue-Black" denim "5-pocket Straight-Leg Jean". Both styles are available in sizes ranging from women's/misses 12 through 26, each size with respective inseams for petite, normal or tall women..

19. Ashley Stewart contracted to pay Hot Stitch \$9.50, per unit; a unit being one pair of Style 4100, or 4101, jeans.

**INTERNATIONAL FACTORING AND CREDIT RISK PROTECTION**

20. It is standard industry practice in international clothing importation for importers, such as myself, to get credit approval for a retailer's (such as Ashley) purchase order, at the time the retailer places the order.

21. Credit approval and risk management in international trade transactions typically is achieved through a banking service known as "international factoring", where a seller obtains a guarantee of payment from a third-party, called a "Factor". Routine factoring services include investigating the creditworthiness of buyers, assuming credit risk, collection and management of receivables. A separate and equally important function of the Factor is the advancing of immediate funds to Hot Stitch against receivables such as Ashley's.

22. The initial step of my international factoring transactions involves the Factor investigating my purchaser's credit status to decide whether to approve the credit. The transaction is only completed, and the purchase order processed, if the Factor approves the debtor/purchaser's credit. Once approved, the Factor assumes the risk and responsibility for my credit-worthy accounts receivable, including collecting on their debt.

23. By partnering with a Factor, I significantly minimize the risk of importing goods at my own substantial expense that are not certain to be purchased and received by my debtor/purchasers. In addition, I can finance Hot Stitch's cash flow instead of waiting for invoices to be paid after a certain number of days, thus limiting the impact of waiting for the terms on our invoices to mature.

**ASHLEY'S FINANCIAL DIFFICULTIES  
AND REQUESTED ARRANGEMENT**

24. Upon information and belief, at some time in 2007, Ashley Stewart began experiencing financial difficulties due to “the bad retail atmosphere” and as a result of “mismanaged operations” by certain employees of Urban Brands. See the true copy of my June 20, 2008 email to Ethan Shapiro, “Subject: yesterday’s meeting”, included in the series of emails collectively annexed hereto as **Exhibit C** (“Exhibit C”).

25. In or around October, 2007, Ethan (Ashley’s CEO) had approached me to discuss an arrangement for upcoming purchase orders Ashley intended to place with Hot Stitch.

26. Although my usual practice was to first obtain a Factor’s credit approval for Hot Stitch’s purchasers at the time an order is placed, and before importing any merchandise needed to fill these orders, Ashley asked me not to obtain credit approval from my Factor so as not to tie up Ashley’s open credit lines, until after importing the goods required to fill Ashley’s purchase orders.

27. Because I never had previous problems with Ashley’s credit or its paying on time and taking delivery of all ordered merchandise, I agreed to complete the transaction as Ethan requested and “go out on a limb” with Ashley’s credit. See the true copy of my June 11, 2008 email to Ethan Shapiro provided in **Exhibit C**.

28. In return for the risk Hot Stitch was assuming in complying with Ethan’s demand, Ashley agreed to take delivery of all goods ordered and produced, and to secure Factor approval for Hot Stitch on 45-day terms.

29. Shortly after reaching our agreement, Ashley placed orders requiring Hot Stitch to expend over \$800,000 in capital to import and produce the ordered denim apparel. Hot Stitch went ahead with importing and producing the apparel goods.

30. Once the goods arrived to the United States in or around November, 2007 and were ready to be shipped, however, I discovered through my Factor that Ashley could no longer get approved for credit and that, if Hot Stitch wanted to deliver the imported goods to Ashley, we had to 'carry them' at our own credit risk.

31. Facing potentially big losses if Hot Stitch did not agree to these terms, I initially agreed for Hot Stitch to extend to Ashley a revolving credit line of \$200,000, without any interest on outstanding balances, for the ongoing provision of the purchase ordered goods. It was therefore agreed that Hot Stitch would produce the finished goods and then ship and deliver Ashley's goods in increments valued at \$200,000 per shipment.

32. From November 2007 until January 1<sup>st</sup>, 2008, Ashley took delivery and paid for its goods, in full and on time. Then in February of 2008, Ashley again approached me and requested an increase in Ashley's revolving credit line to \$300,000.

33. At all relevant times, Hot Stitch alone shouldered the economic risk created by Ashley's financial difficulties. After assuming sole responsibility, without demanding security, for the capital expenditures necessary to obtain, produce and supply Ashley's purchase orders, "I was not able to get credit myself on [Ashley's] invoices." See **Exhibit C** providing my June 11, 2008 email to Ethan Shapiro. As a result, since "November [2007] I have had [\$]600,000 from capital frozen" and "have been barely surviving, all due to [Ashley's] financial [*sic*] situation". See my June 20, 2008 email to Ethan Shapiro, "Subject: RE: yesterday's meeting", included in **Exhibit C**.

**RECENT RELEVANT EVENTS**

**Sale of Merchandise Ordered and Cancelled by Ashley Stewart**

34. Despite our agreement to extend Ashley additional credit, it became clear that Ashley was not going to purchase and pay for the ordered goods in a reasonably timely manner. I was also concerned in light of the fact that Ashley, without offering any legitimate reason or prior notice, was beginning to outright cancel and dishonor other purchase orders it had issued to Hot Stitch for different goods.

35. As a result of Ashley's inability to accept goods against its own Purchase Orders, Hot Stitch was forced to retain Ashley's undeliverable merchandise. I was without any prospect of recovering the capital I had spent importing and producing the goods Ashley promised to purchase and receive.

36. As a result of my failed agreement with Ashley, Hot Stitch, faced with the possibility of its own financial demise, was left with no choice other than to try selling a portion of Ashley's ordered goods to discounters such as Burlington Coat Factory ("Burlington") and Ross Department Store ("Ross's").

37. Before shipping any goods to Ross's and Burlington, however, I gave clear instructions to my warehouses to remove all "Ashley Stewart" labels, tags and other mark designations. Annexed hereto as **Exhibit D** is a true copy of the warehouse invoice for these services.

38. Because the "Ashley Stewart" name was embroidered in the garment, our warehouse was unable to completely remove it, but did black it out.



**Recent Communication with Ashley Stewart**

39. In early June, 2008, Ashley contacted those discounters to whom I had sold the unsold apparel goods and threatened legal action against them if they did not immediately cease selling them. I attempted to explain to Ashley Hot Stitch's severe "financial hardship" and "desperation" which had led to the sale of Ashley's cancelled goods to Burlington and Ross's so that Hot Stitch could "survive the crisis". I was open, honest and forthright with Ethan regarding the details and expressed my desire to mend any harm done to Hot Stitch's relationship with Ashley. See **Exhibit C** for a true copy of my June 20, 2008 email to Ethan Shapiro, "Subject: RE: yesterday's meeting" with the CFO, Mike Abate.

40. I repeatedly asked Ethan for a meeting so that we could "resolve this issue as businessmen" and "hopefully . . . come to an agreeable solution mutually" and even tried making a personal appeal to Ethan "from the bottom of my heart." See my collective emails in **Exhibit C**.

41. In his only reply to me, Ethan wrote that a meeting "seems a waste of time" because Ashley "will not, under any circumstances, be doing future business" with Hot Stitch. He accused me of getting "greedy" and, in response to certain things in my emails, Ethan claimed I "again and as usual misspeak." Finally, he stated that I had an "obligation to get [Ashley's] goods" back from Ross's and Burlington (which I was already doing anyway), concluding his email by threatening to "sue [Hot Stitch] for damages." A true copy of Ethan Shapiro's June 20, 2008 email to me is provided in **Exhibit C**.

42. Upon information and belief, Ashley contacted Ross's and Burlington to arrange for the goods' destruction and/or immediate return of all Ashley merchandise to Hot Stitch.

43. Upon further information and belief, both Ross's and Burlington have fully complied and returned to Hot Stitch and/or destroyed all units of unsold Ashley merchandise. Annexed hereto as **Exhibit E** is a June 17, 2008 email exchange between Hot Stitch and Burlington, providing that "approx[imately] 1,700 pairs" of "styles 4100 [and] 4101" jeans were being returned to Hot Stitch "ASAP".

44. As a result of Ashley's unreasonable and unjustified interference, however, Hot Stitch's relationships with both Ross's and Burlington have been gravely damaged.

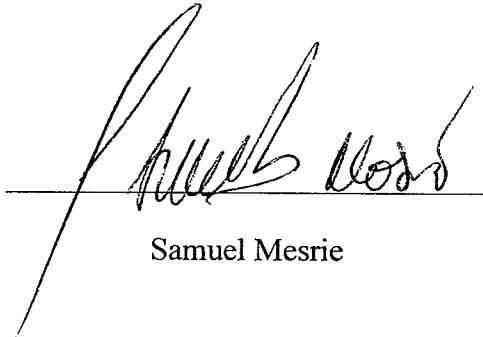
45. At this time, Hot Stitch and I are left holding the proverbial bag, with over \$185,000 in receivables for goods shipped to Ashley, for which Ashley refuses to pay, and with over 25,000 pairs of denims produced for Ashley that Ashley is unwilling or unable to purchase, and with a threat of a lawsuit by Ashley if, after taking proper actions to protect Ashley's trademark rights, I try to mitigate my damages by selling the apparel to other retailers

As a result of the events I have just conveyed, Hot Stitch is in direct and immediate jeopardy of failing as a business, threatening not only its members' capital, but also the jobs and livelihood of eight employees who depend on Hot Stitch for their salaries. If I am not able to sell the rest of the goods and collect the money Ashley owes me, Hot Stitch will not survive. To put it colloquially, Hot Stitch is at the eleventh hour, through no fault of its own. Ashley is threatening to "bring a lawsuit" if Hot Stitch continues its attempts to mitigate its damages and save itself from ruin. Only an order

from this Court could clarify that which is my and Hot Stitch's lawful right: namely, to sell off the goods it produced for Ashley in light of Ashley's financial problems, to hold Ashley liable for any losses resulting from the sales to third parties at discounted prices, and to get paid in full for the goods it has sold and delivered to Ashley pursuant to its Purchase Orders, and for all such other relief that the Court deems right and proper.

[ NO PRIOR APPLICATION HAS BEEN MADE TO THIS OR  
I declare under penalty of perjury that the foregoing is true and correct. <sup>ANY OTHER COURT</sup> U.H.

Executed on July 09, 2008.

  
Samuel Mesrie

# EXHIBIT A

**EXHIBIT A**

**TABLE OF INDIVIDUAL INVOICES**

1. 4/09/2008 – Inv. No. 19101 for \$204.00.
2. 4/15/2008 – Inv. No. 19107 for \$9,177.00;
3. 4/16/2008 – Inv. No. 19108 for \$8,892.00;
4. 4/21/2008 – Inv. No. 19113 for \$19,635.00;
5. 4/21/2008 – Inv. No. 19114 for \$19,635.00;
6. 4/21/2008 – Inv. No. 19115 for \$20,970.00;
7. 4/21/2008 – Inv. No. 19116 for \$20,970.00;
8. 4/23/2008 – Inv. No. 19117 for \$170.00;
9. 4/25/2008 – Inv. No. 19118 for \$20,178.00;
10. 4/29/2008 – Inv. No. 19123 for \$21,945.00;
11. 5/20/2008 – Inv. No. 19184 for \$19,608.00;
12. 6/04/2008 – Inv. No. 19226 for \$11,628.00;
13. 6/04/2008 – Inv. No. 19227 for \$12,312.00.

**HOT STITCH, LLC**  
 d/b/a JUST ERNIE  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

**INVOICE**

19101

Page 1 of 1

**CUSTOMER** ASHLEY  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**STORE** 00  
 DEPT:  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**Invoice No.** 19101  
**Invoice Date** 04/09/2008  
**SO #** 109760  
**Ordered Date** 01/24/2008  
**Due Date** 04/11/2008  
**FOB**

**Customer P/O#** 62965  
**Terms** 454 NET 45 + 4%  
**Shipvia** TRCK TRUCKING  
**Factor CIT**  
**Acct#** 1627514  
**Auth#** 0982129

**Phone** (201)319-9093 **Fax** (201)319-9097

**R1** ERN  
**e2**  
**p**  
**Currency**

#	Style	Color	Group	4	4	4	6	4	2	2	24	Total Qty	Unit Price	Total Price
4108		BLU/BLK		4	4	4	6	4	2	2	24		\$8.50	\$204.00

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

**Item SubTotal:** \$204.00  
**Misc:** \$0.00  
**Freight: TRUCKING** \$0.00  
**Payment:** \$0.00  
**Invoice Total:** \$204.00  
**Balance Due:** \$204.00

**Boxes:** 1  
**Weight:** 23

**NOTE:**

THIS INVOICE S/B  
 Payable to: HOT STITCH, LLC  
 Attn: MIKE ABATE

4/15/08

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

Total: 185,000.00

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19107

Page 1 of 1

**B I L T O** CUSTOMER **ASHLEY** DIV **A**

ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:

ASHLEY STEWART-E-Commerce  
 100 METRO WAY  
 SECAUCUS NJ 07094

Phone (201)319-9093 Fax (201)319-9097

Customer P/O# 721

Factor CIT

R1ERN ERNIE

Invoice No. 19107

Invoice Date 04/15/2008

SO # 109845

Ordered Date 04/03/2008

Due Date 04/15/2008

FOB

Terms 454 NET 45 + 4%

Acct# 1627514

Shipvia TRCK TRUCKING

Auth#

Currency

#	Style	Color	Season	Group	12	14	16	18	20	22	24	26	Total Qty	Piece Price	Ext Price
1	4100 PET	BLK			12	24	60	60	36				192	\$9.50	\$1,824.00
2	4100 AVG	BLK			12	30	120	120	96	84	48	12	522	\$9.50	\$4,959.00
3	4100 TALL	BLK			24	60	60	48	36	24			252	\$9.50	\$2,394.00

SHP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 966

Item SubTotal:

\$9,177.00

1627514

Misc:

\$0.00

Freight: TRUCKING

\$0.00

Boxes: 46

Payment: \$0.00

Invoice Total:

\$9,177.00

Weight: 1304

Balance Due:

\$9,177.00

*Handwritten:* 180691  
 69081  
 180691

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

# INVOICE

19108

Page 1 of 1

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

**B I L L T O** CUSTOMER ASHLEY DIV A  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
 ASHLEY STEWART-E-Commerce  
 100 METRO WAY  
 SECAUCUS NJ 07094

Phone (201)319-9093 Fax (201)319-9097

Invoice No. 19108  
 Invoice Date 04/16/2008  
 SO # 109844  
 Ordered Date 04/03/2008  
 Due Date 04/16/2008  
 FOB

Customer P/O# 722  
 Terms 454 NET 45 + 4%  
 Shipvia TRCK TRUCKING  
 M E-Commerce

Factor CIT  
 Acct# 1627514  
 Auth#  
 Currency

R1ERN ERNIE  
 e2  
 p

#	Style	Color	Season	Group	12	14	16	18	20	22	24	26	Total Qty	Piece Price	Ext Price
4101	PET	BLU/BLK			12	36	48	36					132	\$9.50	\$1,254.00
1															
4101	AVG	BLU/BLK			12	60	120	120	96	84	48	12	552	\$9.50	\$5,244.00
2															
4101	TALL	BLU/BLK			24	60	60	48	36	24			252	\$9.50	\$2,394.00
3															

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 936

Item SubTotal:

Misc: \$8,892.00  
 Freight: TRUCKING \$0.00  
 Payment: \$0.00 Invoice Total: \$8,892.00  
 Balance Due: \$8,892.00

Boxes: 44  
 Weight: 1404

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.



**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19113

Page 1 of 1

**B I L L T O** CUSTOMER ASHLEY DIV A  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Phone (201)319-9093 Fax (201)319-9097

Invoice No. 19113  
 Invoice Date 04/21/2008  
 SO # 109670  
 Ordered Date 11/21/2007  
 Due Date 04/25/2008

Customer P/O# 62324

Factor CIT  
 Terms 454 NET 45 + 4%  
 Shipvia TRCK TRUCKING  
 Acct# 1627514  
 Auth#

R1ERN ERNIE  
 e2  
 p  
 Currency

FOB

#	Style	Color	Size	Group	12	14	16	18	20	22	24	Total Qty	Price/Price	Ext Price
4108		BLK			462	693	462	231	231	231	231	2310	\$8.50	\$19,635.00

1

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 2310

Item SubTotal:

\$19,635.00

1627514

Misc:

\$0.00

Freight: TRUCKING

\$0.00

Boxes: 116

Weight: 2668

Payment: \$0.00

Invoice Total:

\$19,635.00

Balance Due:

\$19,635.00

**NOTE!**  
**THIS INVOICE S/B**

**Payable to: HOT STITCH, LLC**

**Attn: Mike ABATE**

*due 6/6/08*

**PAID**

INVOICE

19114

Page 1 of 1

HOT STITCH, LLC

d/b/a JUST ERNIE  
1407 Broadway, Suite 1208  
New York, NY 10018  
(212)921-2720 fax(212)221-3480

**B I L L T O** CUSTOMER ASHLEY DIV A  
ASHLEY STEWART  
100 METRO WAY  
SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
ASHLEY STEWART  
100 METRO WAY  
SECAUCUS NJ 07094

Phone (201)319-9093 Fax (201)319-9097  
R1ERN ERNIE  
e2  
Currency

Customer P/O# 62325 Factor CIT  
Terms 454 NET 45 + 4% Acct# 1627514  
Shipvia TRCK AUTH#

Invoice No. 19114  
Invoice Date 04/21/2008  
SO # 109666  
Ordered Date 11/30/2007  
Due Date 04/25/2008  
FOB

#	Qty	Color	Group	12	14	16	18	20	22	24	Total Qty	Price	Ex Price
4108	1	BLK		462	693	462	231	231	231	231	2310	\$8.50	\$19,635.00

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 2310

Item SubTotal: \$19,635.00  
Misc: \$0.00  
Freight: TRUCKING \$0.00  
Payment: \$0.00 Invoice Total: \$19,635.00  
Balance Due: \$19,635.00

Boxes: 116  
Weight: 2668

NOTE:

THIS INVOICE S/B  
Payable to: HOT STITCH, LLC

ATTN: MIKE ABATE

4/22/08

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036  
to whom notice must be given of  
any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

**INVOICE**

**19115**

**B I L L T O** CUSTOMER **ASHLEY** DIV **A**

ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Invoice No. **19115**  
 Invoice Date **04/21/2008**  
 SO # **109646**  
 Ordered Date **11/21/2007**  
 Due Date **04/25/2008**  
 FOB

Customer P/O# **62321**

Terms **454** **NET 45 + 4%**  
 Shipvia **TRCK** **TRUCKING**

Factor **CIT**  
 Acct# **1627514**  
 Auth#

Phone (201)319-9093 Fax (201)319-9097

**R1ERN**

**e2**

**p**

Currency

#	Style	Color	Season	Group	12	14	16	18	20	22	24	Total Qty	Piece Price	Ext Price
4102		BLK										2330	\$9.00	\$20,970.00
1					466	699	466	233	233	233	233			

SHP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 2330

1627514

Item SubTotal:	\$20,970.00
Misc:	\$0.00
Freight: TRUCKING	\$0.00
Payment:	\$0.00
Invoice Total:	\$20,970.00
Balance Due:	\$20,970.00

Boxes: 117  
 Weight: 2457

**NOTE:**  
**THIS INVOICE S/B**  
**Payable to: HOT STITCH, LLC**  
**ATTN: MICE ABATE**

**FAXED**  
 4/22/08

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

**INVOICE**

**19116**

Page 1 of 1

**B I L L T O** CUSTOMER **ASHLEY** DIV **A**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE: **00** DEPT: **00**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Invoice No. **19116**  
 Invoice Date **04/21/2008**  
 SO # **109669**  
 Ordered Date **11/21/2007**  
 Due Date **04/25/2008**

Customer P/O# **62322**

Terms **NET 45 + 4%** Factor **CIT**  
 Shipvia **TRCK** Acct# **1627514** Auth# **00**

Phone (201)319-9093 Fax (201)319-9097

**R1ERN**

**e2**

**p**

Currency

FOB

#	Style	Color	Group	12	14	16	18	20	22	24	Total Qty	Piece Price	Ext Price
4102		BLK		466	699	466	233	233	233	233	2330	\$9.00	\$20,970.00
1													

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

1627514

Total Pieces: 2330

Item SubTotal:

\$20,970.00

Misc:

\$0.00

Freight: TRUCKING

\$0.00

Boxes: 117

Weight: 2691

Payment:

\$0.00

Invoice Total:

\$20,970.00

Balance Due:

\$20,970.00

**NOTE:**  
**THIS INVOICE S/B**  
**PAYABLE TO: HOT STITCH, LLC**  
**ATTN: MIKE ABATE**

**FAKED**

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19117

Page 1 of 1

**B I L L T O** CUSTOMER **ASHLEY** DIV **A**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Invoice No. 19117  
 Invoice Date 04/23/2008  
 SO # 109857  
 Ordered Date 04/14/2008  
 Due Date 04/25/2008  
 FOB

Customer P/O# 62967  
 Terms 454 NET 45 + 4%  
 Shipvia TRCK TRUCKING  
 Factor CIT  
 Acct# 1627514  
 Auth#

Phone (201)319-9093 Fax (201)319-9097

R1 ERN ERNIE  
 e2  
 p  
 Currency

#	Style	Color	Season	Group	12	14	16	18	20	22	24	Total Qty	Piece Price	Ext Price
4108		BLU/BLK			4	6	4	2	2	2	2	20	\$8.50	\$170.00

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

1627514

Total Pieces: 20

Item Sub Total:	\$170.00
Misc:	\$0.00
Freight: TRUCKING	\$0.00
Payment:	\$0.00
Invoice Total:	\$170.00
Balance Due:	\$170.00

Boxes: 1  
 Weight: 22

**NOTE:**  
 This Invoice S/B  
 Payable to: HOT STITCH, LLC  
 Attn: MIKE ABATE

**PAID**  
 4/22/08

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036  
 to whom notice must be given of  
 any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.



**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19118

Page 1 of 1

**B** CUSTOMER **ASHLEY** DIV **A**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S** STORE: **00** DEPT: **1**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Phone (201)319-9093 Fax (201)319-9097

Factor **CIT**  
 Acct# **1627514**  
 Auth#

Customer P/O# **61814**

Terms **454** NET 45 + 4%

Ship via **TRCK** TRUCKING

Invoice No. **19118**  
 Invoice Date **04/25/2008**  
 SO # **109429**  
 Ordered Date **10/02/2007**  
 Due Date **04/25/2008**  
 FOB

#	Style	Color	Season	Group	12	14	16	18	20	22	24	26	Total Qty	Piece Price	Ext. Price
1	4101 AVG	BLU/BLK			96	240	600	480	120	72	60		1668	\$9.50	\$15,846.00
2	4101 TALL	BLU/BLK			60	96	120	84	48	48			456	\$9.50	\$4,332.00

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: **2124**  
 Item SubTotal: **\$20,178.00**  
 Misc: **\$0.00**  
 Freight: **TRUCKING** **\$0.00**  
 Payment: **\$0.00** Invoice Total: **\$20,178.00**  
 Balance Due: **\$20,178.00**

**Please Note**  
**This Invoice is payable:**  
**to HOT STITCH LLC.**  
**ATTN: MIKE ABBATE**

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19123

Page 1 of 1

**B I L L T O** CUSTOMER **ASHLEY** DIV **A**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Invoice No. 19123  
 Invoice Date 04/29/2008  
 SO # 109427  
 Ordered Date 10/02/2007  
 Due Date 04/30/2008  
 FOB

Customer P/O# 61815

Factor CIT

Terms 454 NET 45 + 4%

Shipvia TRCK TRUCKING

Me m o

Phone (201)319-9093 Fax (201)319-9097

R1ERN ERNIE

Acct# 1627514

Auth#

Currency

#	Style	Color	4100 AVG	BLK	330	550	660	330	220	110	110	Total Qty	Pieces/Box	Ext Price
1					330	550	660	330	220	110	110	2310	\$9.50	\$21,945.00

SHIP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 2310

1627514

Item SubTotal: \$21,945.00  
 Misc: \$0.00  
 Freight: TRUCKING \$0.00  
 Payment: \$0.00 Invoice Total: \$21,945.00  
 Balance Due: \$21,945.00

Boxes: 110  
 Weight: 4180

**NOTE:**  
**THIS INVOICE IS:**  
**PAYABLE TO: HOT STITCH LLC.**  
**ATTN: MIKE ABBATE**

*42,123*  
*due 5/2/08*

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036  
 any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

to whom notice must be given of

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19184

Page 1 of 1

**B I L L T O** CUSTOMER ASHLEY DIV A  
ASHLEY STEWART  
100 METRO WAY  
SECAUCUS NJ 07094

**S H I P T O** STORE: 00 DEPT:   
ASHLEY STEWART  
100 METRO WAY  
SECAUCUS NJ 07094

Invoice No. 19184  
 Invoice Date 05/20/2008  
 SO # 109949  
 Ordered Date 05/16/2008  
 Due Date 05/21/2008  
 FOB

Customer P/O# 61814  
 Terms NET 45 + 4%  
 Shipvia TRCK

Factor CIT  
 Acct# 1627514  
 Auth#

Phone (201)319-9093 Fax (201)319-9097

R1 ERN ERNIE  
e2  
p  
 Currency

#	Style	Color	Group	Season	12	14	16	18	20	22	24	26	Total Qty	Extended Price	Exo Price
1	4101 AVG	BLU/BLK			120	288	264	240	48	96			1056	\$9.50	\$10,032.00
2	4101 TALL	BLU/BLK			120	240	288	144	120	96			1008	\$9.50	\$9,576.00

SHP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

1627514

Total Pieces: 2064

Item SubTotal:

Misc: \$19,608.00  
 Freight: TRUCKING \$0.00  
 Payment: \$0.00 Invoice Total: \$19,608.00  
 Balance Due: \$19,608.00

Boxes: 86  
 Weight: 3010

*Handwritten:*  
 \$19,608.00  
 June 2, 2008

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.



**HOT STITCH, LLC**  
d/b/a JUST ERNIE

1407 Broadway, Suite 1208  
New York, NY 10018  
(212)921-2720 fax(212)221-3480

# INVOICE

19226

Page 1 of 1

**BILL TO** CUSTOMER ASHLEY DIV A  
ASHLEY STEWART  
100 METRO WAY  
SECAUCUS NJ 07094

**SHIP TO** STORE: 00 DEPT:   
ASHLEY STEWART  
100 METRO WAY  
SECAUCUS NJ 07094

Invoice No. 19226  
Invoice Date 06/04/2008  
SO # 109981  
Ordered Date 05/28/2008  
Due Date 06/04/2008  
FOB

Customer P/O# 64670

Terms 454 NET 45 + 4%  
Shipvia TRCK TRUCKING  
Factor CIT Acct# 1627514 Auth#

Phone (201)319-9093 Fax (201)319-9097

R1 ERNIE

e2

Currency

#	Style	Color	Season	Group	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Total Qty	Pieces	Ext Price
	4100 AVG	BLK				120	120	120	120	120	120	120	120	120	120	120	96	72		768	\$9.50	\$7,296.00
1																						
	4100 TALL	BLK				60	72	96	96	96	72	60								456	\$9.50	\$4,332.00
2																						

SHP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

1627514

Total Pieces: 1224

Item SubTotal:

\$11,628.00

Misc:

\$0.00

Freight: TRUCKING

\$0.00

Boxes: 52

Weight: 1768

Payment: \$0.00 Invoice Total:

\$11,628.00

Balance Due:

\$11,628.00

*23,900*

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc., P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

**HOT STITCH, LLC**  
**d/b/a JUST ERNIE**  
 1407 Broadway, Suite 1208  
 New York, NY 10018  
 (212)921-2720 fax(212)221-3480

# INVOICE

19227

Page 1 of 1

**B I L L T O** CUSTOMER **ASHLEY** DIV **A**  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

**S H I P T O** STORE:00 DEPT:  
 ASHLEY STEWART  
 100 METRO WAY  
 SECAUCUS NJ 07094

Invoice No. 19227  
 Invoice Date 06/04/2008  
 SO # 109984  
 Ordered Date 05/28/2008  
 Due Date 06/04/2008  
 FOB

Customer P/O# 64671

Factor CIT  
 Terms 454 NET 45 + 4%  
 Ship via TRUCK TRUCKING  
 Acct# 1627514  
 Auth#  
 R1 ERN ERNIE  
 Currency

Phone (201)319-9093 Fax (201)319-9097

#	Style	Color	Size	Group	12	14	16	18	20	22	24	26	Total Qty	Pieces	Ext. Price
1	4101 AVG	BLU/BLK	120	120	120	120	120	120	120	120	96	120	816	\$9.50	\$7,752.00
2	4101 TALL	BLU/BLK	240	120	120	120	120	120	120	120	480	480	\$9.50	\$4,560.00	

SHP DIRECTLY TO WAREHOUSE N CALL FOR APPT.

Total Pieces: 1296

1627514

Item SubTotal:

Misc: \$12,312.00  
 Freight: TRUCKING \$0.00  
 Payment: \$0.00 Invoice Total: \$12,312.00  
 Balance Due: \$12,312.00

Boxes: 54  
 Weight: 1836

This invoice is assigned to, owned by, and payable only to: The CIT Group/Commercial Services, Inc. P.O. Box 1036, Charlotte, NC 28201-1036 to whom notice must be given of any merchandise returns or claims. Payment made to any other party does not constitute valid payment of the invoice.

# EXHIBIT B

## STOCK BOUGHT BY ASHLEY AND UNDELIVERED

PO#	Style#	12	14	16	18	20	22	24	26	Total:	
62451	4100P	219	453	537	536	323				2068	
62451	4100 Avg	465	443	960	960	504	271	216	156	3975	BLK
61815	4100 Avg	750	420	700	840	420	280	140	140	3690	
62451	4100 Tall		390	468	531	449	489	396	360	3083	
61814	4101P	240	360	360	360	240				1560	
61814	4101 Avg	359	391	710	710	560	391	359	120	3600	
61814	4101 Tall		120	240	312	336	240	144		1392	BLU/ BLK
61966	4101P	432	432	648	432	216				2160	
61966	4101Avg	432	528	744	528	528	96	120	96	3072	
61966	4101Tall		432	408	528	312	216	216		2112	

26712 unit

Multiply by 9.50

\$ 253,764.00

# Ashley Stewart LTD.

100 METRO WAY  
SECAUCUS, NJ 07094  
201-319-9093 • FAX 201-319-9097

**ORDER:**

REY STITCH LLC BRA JUST E  
1407 BROADWAY SUITE 1208  
NEW YORK NY 10018

**PURCHASE ORDER**  
☐ ORIGINAL ORDER  
☐ CONFIRMING ORDER  
**DO NOT DUPLICATE**

**PURCHASE ORDER NO.** 041814

- This purchase order number must appear on:
  - All documents
  - Each individual carton
  - Bill of lading
- Refer to our Routing & Shipping Guide for all Ashley Stewart requirements.
- This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the Ashley Stewart Routing & Shipping Guide.
- Packing slip must be enclosed with all shipments.
- This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that appear on the face and on the reverse side hereof. A production sample must be submitted for approval prior to delivery free of charge.

P/T/ASHLEY'S SHIP FLAT (NO HANG) SOLID SIZE 6-16 PACKS

VEHICLE NO.	DATE OF ORDER	DATE OF DELIVERY BEFORE	CANCELLED/PROF SECURE	SHIP IN	FOB POINT	TERMS	TERMS
2E62	10/03/07	01/07/08	01/07/08	01/07/08		4.00%	10EDM + 0.00 + 0.00 =

LINE	DEPT	STYLE NO.	1E JOB STYLE NO.	CODE	COLOR	12	14	16	18	20	22	24	26	28	30	32	34	QTY	UNIT COST	UNIT RETAIL	RTU
1	BLU/BLK	AV022	4101 AV022	408LUE/BLK	CHINA-RAM CTN/POLY	0	0	0	0	0	0	0	0	0	0	0	0	480	9.50	29.00	67
2	BLU/BLK	AV024	4101 AV024	408LUE/BLK	CHINA-RAM CTN/POLY	0	0	0	0	0	0	0	0	0	0	0	0	360	9.50	29.00	67
3	BLU/BLK	AV026	4101 AV026	408LUE/BLK	CHINA-RAM CTN/POLY	0	0	0	0	0	0	0	0	0	0	0	0	120	9.50	29.00	67
4	BLU/BLK	TALL14	4101 TALL14	408LUE/BLK	CHINA-RAM CTN/POLY	0	0	0	0	0	0	0	0	0	0	0	0	240	9.50	29.00	67
5	BLU/BLK	TALL16	4101 TALL16	408LUE/BLK	CHINA-RAM CTN/POLY	0	0	0	0	0	0	0	0	0	0	0	0	480	9.50	29.00	67

ASHLEY STEWART LTD. BUYER	BEDDINGHOUSE MANAGER SIGNATURE	STURE	TOTAL UNITS	TOTAL COST	OPEN TO BUY DATE	TOTAL RETAIL

**Ashley Stewart LTD.**

100 METRO WAY  
SECAUCUS, NJ 07094  
201-319-9093 • FAX 201-319-9097

**ORDER:**

HOT STITCH LLC DBA JUST E  
1907 BROADWAY SUITE 120B  
NEW YORK NY 10018

**PURCHASE ORDER**  
☐ ORIGINAL ORDER  
☐ CONFIRMING ORDER  
**DO NOT DUPLICATE**

**PURCHASE ORDER NO.** 061814

- This purchase order number must appear on:  
a. All documents  
b. Each individual carton  
c. Bill of lading  
Refer to our Routing & Shipping Guide for all Ashley Stewart requirements.
- This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the Ashley Stewart Routing & Shipping Guide. Packing slip must be enclosed with all shipments.
- This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that appear on the face and on the reverse side hereof.
- Production sample must be submitted for approval prior to delivery free of charge.

P/T, ALL BLEND, SHIP FLAT NO. HINGE, HULL ID, SIZE 0-16, PAGES

REF ID	DATE OF ORDER	DO NOT DELIVER BEFORE	CANCEL IF NOT RECEIVED BY	SHIP VIA	FOB POINT	TERMS	TERMS
2862	10/03/07	01/07/08	01/07/08			4.00%	1050000

US CLASS	STYLING	VEINER STYLE NO	CODE	COLOR	SIZE BREAKDOWN	QTY	UNIT COST	UNIT RETAIL	ALU
11033154897	4101 AV622	RLU/BLK	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
BLU/BLK	AV622 NEW SPKT	JEAN	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
11033154898	4101 AV624	RLU/BLK	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
BLU/BLK	AV624 NEW SPKT	JEAN	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
11033154899	4101 AV626	RLU/BLK	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
BLU/BLK	AV626 NEW SPKT	JEAN	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
11033154901	4101 TALL1	4 BLU/BLK	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
BLU/BLK	TALL14 NEW SPKT	JEAN	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
11033154902	4101 TALL1	6 BLU/BLK	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67
BLU/BLK	TALL16 NEW SPKT	JEAN	408	UE/BLK	12 14 16 18 20 22 24 26 28 30 32 34	480	9.50	29.00	67

ASHLEY STEWART LTD. REVIEW	MERCHANDISE MANAGER SIGNATURE	TOTAL UNITS	TOTAL COST	ORDER TO BUY DATE	TOTAL RETAIL
----------------------------	-------------------------------	-------------	------------	-------------------	--------------

SECAUCUS, NJ 07094

201-319-9093 • FAX 201-319-9097

**VENDOR:**

HOT STITCH LLC DBA JUST E  
1407 BROADWAY, SUITE 1208  
NEW YORK, NY 10018

1. This purchase order number must appear on:

- All documents
- Each individual carton

Refer to our Routing & Shipping Guide for all

**Ashley Stewart requirements.**

**This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements**

listed in the Ashley Stewart Routing & Shipping Guide. Packing slip must be enclosed with all shipments.

This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that

appear on the face and on the reverse side hereof.  
Production sample must be submitted for approval prior

to delivery free of charge. {

P/1...SLEBLE, SHIF...ND...GR 24PC...R A...

VENDOR NO.	DATE OF ORDER	DO NOT DELIVER BEFORE	CANCEL IF NOT RECEIVED BY	SHIP VIA	FOB POINT	TERMS	TERMS
2842	10/03/07	01/07/08	01/09/08			1000 10EOM	0 0.00 + 0.00 %

[illegible]

ASHLEY STEVART LTD BLIVER

**MERCHANDISE MANAGER SIGNATURE**



TOTAL UNITS

TOTAL COST

**OPEN TO BUY DATE**

TOTAL OPERATING EXPENSES: \$1,000,000

10/20/74  
DISTRIBUTION CENTER



**Ashley Stewart LTD.**

100 METRO WAY  
SECAUCUS, NJ 07094  
201-319-9093 • FAX 201-319-9097

**VENDOR:**

HOT STITCH LLC DBA JUST E  
1407 BROADWAY SUITE 120B  
NEW YORK, NY 10018

**PURCHASE ORDER**  
☐ ORIGINAL ORDER  
☐ CONFIRMING ORDER  
**DO NOT DUPLICATE**

**PURCHASE ORDER NO.** 061815  
**MODIFIED ORDER**

- This purchase order number must appear on:
- a. All documents
  - b. Each individual carton
  - c. Bill of lading
  - Refer to Air Routing & Shipping Guide for all Ashley Stewart requirements.
  - This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the Ashley Stewart Routing & Shipping Guide. This purchase order must be enclosed with all shipments.
  - This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that appear on the face and on the reverse side hereof.
  - Production sample must be submitted for approval prior to delivery free of charge.

PURCHASE ORDER NO. 061815  
MODIFIED ORDER

VENDOR NO.		DATE OF ORDER		DO NOT DELIVER BEFORE		CANCEL IF NOT RECEIVED BY		SHIP VIA		FOR POINT		TERMS		TERMS							
2552		10/03/07		01/07/08		01/07/08						4.00% 10ED		0.00 + 0.00 + 0.00 %							
UN #	DEPT CLASS	STYLE NO	VENDOR STYLE NO.	CODE	COLOR	SIZE BREAKDOWN										QTY	UNIT COST	UNIT RETAIL	QTY		
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00	67
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		4100 AVG12	4100 AVG12	01B	BLACK	12	14	16	18	20	22	24	26	28	30	32	34	750	9.50	29.00</	





10/15/2007 09:54

**DISTRIBUTION CENTER**  
**CDNT INUFI**

CDNYTJNUEI



10/15/2007 09:54

100 METRO WAY  
SECAUCUS, NJ 07094  
201-319-9093 • FAX 201-319-9097

**VENDOR:**

**PURCHASE  
ORDER NO.**

This purchase order number must appear on:

- All documents
- Each individual carton
- Bill of lading

Refer to our **Flowing & Shipping Guide** for all Ashley Stewart requirements.

This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the **Ashley Stewart Flowing & Shipping Guide**.

Packing slip must be enclosed with all shipments.

This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that appear on the face and on the reverse side hereof.

Production samples must be submitted for approval **before** delivery free of charge.

REPORT

FLAT NOHNR 10P/18A/12T

LINE NO		DATE OF ORDER		DATE DELIVER REFUSE		QUANTITY OF LOT		SHIP-18		SHIP-19		SHIP-20		SHIP-21		SHIP-22		SHIP-23		SHIP-24		SHIP-25		SHIP-26		SHIP-27		SHIP-28		SHIP-29		SHIP-30		SHIP-31		SHIP-32		SHIP-33		SHIP-34		SHIP-35		SHIP-36		SHIP-37		SHIP-38		SHIP-39		SHIP-40		SHIP-41		SHIP-42		SHIP-43		SHIP-44		SHIP-45		SHIP-46		SHIP-47		SHIP-48		SHIP-49		SHIP-50		SHIP-51		SHIP-52		SHIP-53		SHIP-54		SHIP-55		SHIP-56		SHIP-57		SHIP-58		SHIP-59		SHIP-60		SHIP-61		SHIP-62		SHIP-63		SHIP-64		SHIP-65		SHIP-66		SHIP-67		SHIP-68		SHIP-69		SHIP-70		SHIP-71		SHIP-72		SHIP-73		SHIP-74		SHIP-75		SHIP-76		SHIP-77		SHIP-78		SHIP-79		SHIP-80		SHIP-81		SHIP-82		SHIP-83		SHIP-84		SHIP-85		SHIP-86		SHIP-87		SHIP-88		SHIP-89		SHIP-90		SHIP-91		SHIP-92		SHIP-93		SHIP-94		SHIP-95		SHIP-96		SHIP-97		SHIP-98		SHIP-99		SHIP-100		SHIP-101		SHIP-102		SHIP-103		SHIP-104		SHIP-105		SHIP-106		SHIP-107		SHIP-108		SHIP-109		SHIP-110		SHIP-111		SHIP-112		SHIP-113		SHIP-114		SHIP-115		SHIP-116		SHIP-117		SHIP-118		SHIP-119		SHIP-120		SHIP-121		SHIP-122		SHIP-123		SHIP-124		SHIP-125		SHIP-126		SHIP-127		SHIP-128		SHIP-129		SHIP-130		SHIP-131		SHIP-132		SHIP-133		SHIP-134		SHIP-135		SHIP-136		SHIP-137		SHIP-138		SHIP-139		SHIP-140		SHIP-141		SHIP-142		SHIP-143		SHIP-144		SHIP-145		SHIP-146		SHIP-147		SHIP-148		SHIP-149		SHIP-150		SHIP-151		SHIP-152		SHIP-153		SHIP-154		SHIP-155		SHIP-156		SHIP-157		SHIP-158		SHIP-159		SHIP-160		SHIP-161		SHIP-162		SHIP-163		SHIP-164		SHIP-165		SHIP-166		SHIP-167		SHIP-168		SHIP-169		SHIP-170		SHIP-171		SHIP-172		SHIP-173		SHIP-174		SHIP-175		SHIP-176		SHIP-177		SHIP-178		SHIP-179		SHIP-180		SHIP-181		SHIP-182		SHIP-183		SHIP-184		SHIP-185		SHIP-186		SHIP-187		SHIP-188		SHIP-189		SHIP-190		SHIP-191		SHIP-192		SHIP-193		SHIP-194		SHIP-195		SHIP-196		SHIP-197		SHIP-198		SHIP-199		SHIP-200		SHIP-201		SHIP-202		SHIP-203		SHIP-204		SHIP-205		SHIP-206		SHIP-207		SHIP-208		SHIP-209		SHIP-210		SHIP-211		SHIP-212		SHIP-213		SHIP-214		SHIP-215		SHIP-216		SHIP-217		SHIP-218		SHIP-219		SHIP-220		SHIP-221		SHIP-222		SHIP-223		SHIP-224		SHIP-225		SHIP-226		SHIP-227		SHIP-228		SHIP-229		SHIP-230		SHIP-231		SHIP-232		SHIP-233		SHIP-234		SHIP-235		SHIP-236		SHIP-237		SHIP-238		SHIP-239		SHIP-240		SHIP-241		SHIP-242		SHIP-243		SHIP-244		SHIP-245		SHIP-246		SHIP-247		SHIP-248		SHIP-249		SHIP-250		SHIP-251		SHIP-252		SHIP-253		SHIP-254		SHIP-255		SHIP-256		SHIP-257		SHIP-258		SHIP-259		SHIP-260		SHIP-261		SHIP-262		SHIP-263		SHIP-264		SHIP-265		SHIP-266		SHIP-267		SHIP-268		SHIP-269		SHIP-270		SHIP-271		SHIP-272		SHIP-273		SHIP-274		SHIP-275		SHIP-276		SHIP-277		SHIP-278		SHIP-279		SHIP-280		SHIP-281		SHIP-282		SHIP-283		SHIP-284		SHIP-285		SHIP-286		SHIP-287		SHIP-288		SHIP-289		SHIP-290		SHIP-291		SHIP-292		SHIP-293		SHIP-294		SHIP-295		SHIP-296		SHIP-297		SHIP-298		SHIP-299		SHIP-300		SHIP-301		SHIP-302		SHIP-303		SHIP-304		SHIP-305		SHIP-306		SHIP-307		SHIP-308		SHIP-309		SHIP-310		SHIP-311		SHIP-312		SHIP-313		SHIP-314		SHIP-315		SHIP-316		SHIP-317		SHIP-318		SHIP-319		SHIP-320		SHIP-321		SHIP-322		SHIP-323		SHIP-324		SHIP-325		SHIP-326		SHIP-327		SHIP-328		SHIP-329		SHIP-330		SHIP-331		SHIP-332		SHIP-333		SHIP-334		SHIP-335		SHIP-336		SHIP-337		SHIP-338		SHIP-339		SHIP-340		SHIP-341		SHIP-342		SHIP-343		SHIP-344		SHIP-345		SHIP-346		SHIP-347		SHIP-348		SHIP-349		SHIP-350		SHIP-351		SHIP-352		SHIP-353		SHIP-354		SHIP-355		SHIP-356		SHIP-357		SHIP-358		SHIP-359		SHIP-360		SHIP-361		SHIP-362		SHIP-363		SHIP-364		SHIP-365		SHIP-366		SHIP-367		SHIP-368		SHIP-369		SHIP-370		SHIP-371		SHIP-372		SHIP-373		SHIP-374		SHIP-375		SHIP-376		SHIP-377		SHIP-378		SHIP-379		SHIP-380		SHIP-381		SHIP-382		SHIP-383		SHIP-384		SHIP-385		SHIP-386		SHIP-387		SHIP-388		SHIP-389		SHIP-390		SHIP-391		SHIP-392		SHIP-393		SHIP-394		SHIP-395		SHIP-396		SHIP-397		SHIP-398		SHIP-399		SHIP-400		SHIP-401		SHIP-402		SHIP-403		SHIP-404		SHIP-405		SHIP-406		SHIP-407		SHIP-408		SHIP-409		SHIP-410		SHIP-411		SHIP-412		SHIP-413		SHIP-414		SHIP-415		SHIP-416		SHIP-417		SHIP-418		SHIP-419		SHIP-420		SHIP-421		SHIP-422		SHIP-423		SHIP-424		SHIP-425		SHIP-426		SHIP-427		SHIP-428		SHIP-429		SHIP-430		SHIP-431		SHIP-432		SHIP-433		SHIP-434		SHIP-435		SHIP-436		SHIP-437		SHIP-438		SHIP-439		SHIP-440		SHIP-441		SHIP-442		SHIP-443		SHIP-444		SHIP-445		SHIP-446		SHIP-447		SHIP-448		SHIP-449		SHIP-450		SHIP-451		SHIP-452		SHIP-453		SHIP-454		SHIP-455		SHIP-456		SHIP-457		SHIP-458		SHIP-459		SHIP-460		SHIP-461		SHIP-462		SHIP-463		SHIP-464		SHIP-465		SHIP-466		SHIP-467		SHIP-468		SHIP-469		SHIP-470		SHIP-471		SHIP-472		SHIP-473		SHIP-474		SHIP-475		SHIP-476		SHIP-477		SHIP-478		SHIP-479		SHIP-480		SHIP-481		SHIP-482		SHIP-483		SHIP-484		SHIP-485		SHIP-486		SHIP-487		SHIP-488		SHIP-489		SHIP-490		SHIP-491		SHIP-492		SHIP-493		SHIP-494		SHIP-495		SHIP-496		SHIP-497		SHIP-498		SHIP-499		SHIP-500		SHIP-501		SHIP-502		SHIP-503		SHIP-504		SHIP-505		SHIP-506		SHIP-507		SHIP-508		SHIP-509		SHIP-510		SHIP-511		SHIP-512		SHIP-513		SHIP-514		SHIP-515		SHIP-516		SHIP-517		SHIP-518		SHIP-519		SHIP-520		SHIP-521		SHIP-522		SHIP-523		SHIP-524		SHIP-525		SHIP-526		SHIP-527		SHIP-528		SHIP-529		SHIP-530		SHIP-531		SHIP-532		SHIP-533		SHIP-534		SHIP-535		SHIP-536		SHIP-537		SHIP-538		SHIP-539		SHIP-540		SHIP-541		SHIP-542		SHIP-543		SHIP-544		SHIP-545		SHIP-546		SHIP-547		SHIP-548		SHIP-549		SHIP-550		SHIP-551		SHIP-552		SHIP-553		SHIP-554		SHIP-555		SHIP-556		SHIP-557		SHIP-558		SHIP-559		SHIP-560		SHIP-561		SHIP-562		SHIP-563		SHIP-564		SHIP-565		SHIP-566		SHIP-567		SHIP-568		SHIP-569		SHIP-570		SHIP-571		SHIP-572		SHIP-573		SHIP-574		SHIP-575		SHIP-576		SHIP-577		SHIP-578		SHIP-579		SHIP-580		SHIP-581		SHIP-582		SHIP-583		SHIP-584		SHIP-585		SHIP-586		SHIP-587		SHIP-588		SHIP-589		SHIP-590		SHIP-591		SHIP-592		SHIP-593		SHIP-594		SHIP-595		SHIP-596		SHIP-597		SHIP-598		SHIP-599		SHIP-600		SHIP-601		SHIP-602		SHIP-603		SHIP-604		SHIP-605		SHIP-606		SHIP-607		SHIP-608		SHIP-609		SHIP-610		SHIP-611		SHIP-612		SHIP-613		SHIP-614		SHIP-615		SHIP-616		SHIP-617		SHIP-618		SHIP-619		SHIP-620		SHIP-621		SHIP-622		SHIP-623		SHIP-624		SHIP-625		SHIP-626		SHIP-627		SHIP-628		SHIP-629		SHIP-630		SHIP-631		SHIP-632		SHIP-633		SHIP-634		SHIP-635		SHIP-636		SHIP-637		SHIP-638		SHIP-639		SHIP-640		SHIP-641		SHIP-642		SHIP-643		SHIP-644		SHIP-645		SHIP-646		SHIP-647		SHIP-648		SHIP-649		SHIP-650		SHIP-651		SHIP-652		SHIP-653		SHIP-654		SHIP-655		SHIP-656		SHIP-657		SHIP-658		SHIP-659		SHIP-660		SHIP-661		SHIP-662		SHIP-663		SHIP-664		SHIP-665		SHIP-666		SHIP-667		SHIP-668		SHIP-669		SHIP-670		SHIP-671		SHIP-672		SHIP-673		SHIP-674		SHIP-675		SHIP-676		SHIP-677		SHIP-678		SHIP-679		SHIP-680		SHIP-681		SHIP-682		SHIP-683		SHIP-684		SHIP-685		SHIP-686		SHIP-687		SHIP-688		SHIP-689		SHIP-690		SHIP-691		SHIP-692		SHIP-693		SHIP-694		SHIP-695		SHIP-696		SHIP-697		SHIP-698		SHIP-699		SHIP-700		SHIP-701		SHIP-702		SHIP-703		SHIP-704		SHIP-705		SHIP-706		SHIP-707		SHIP-708		SHIP-709		SHIP-710		SHIP-711		SHIP-712		SHIP-713		SHIP-714		SHIP-715		SHIP-716		SHIP-717		SHIP-718		SHIP-719		SHIP-720		SHIP-721		SHIP-722		SHIP-723		SHIP-724		SHIP-725		SHIP-726		SHIP-727		SHIP-728		SHIP-729		SHIP-730		SHIP-731		SHIP-732		SHIP-733		SHIP-734		SHIP-735		SHIP-736		SHIP-737		SHIP-738		SHIP-739		SHIP-740		SHIP-741		SHIP-742		SHIP-743		SHIP-744		SHIP-745		SHIP-746		SHIP-747		SHIP-748		SHIP-749		SHIP-750		SHIP-751		SHIP-752		SHIP-753		SHIP-754		SHIP-755		SHIP-756		SHIP-757		SHIP-758		SHIP-759		SHIP-760		SHIP-761		SHIP-762		SHIP-763		SHIP-764		SHIP-765		SHIP-766		SHIP-767		SHIP-768		SHIP-769		SHIP-770		SHIP-771		SHIP-772		SHIP-773		SHIP-774		SHIP-775		SHIP-776		SHIP-777		SHIP-778		SHIP-779		SHIP-780		SHIP-781		SHIP-782		SHIP-783		SHIP-784		SHIP-785		SHIP-786		SHIP-787		SHIP-788		SHIP-789		SHIP-790		SHIP-791		SHIP-792		SHIP-793		SHIP-794		SHIP-795		SHIP-796		SHIP-797		SHIP-798		SHIP-799		SHIP-800		SHIP-801		SHIP-802		SHIP-803		SHIP-804		SHIP-805		SHIP-806		SHIP-807		SHIP-808		SHIP-809		SHIP-810		SHIP-811		SHIP-812		SHIP-813		SHIP-814		SHIP-815		SHIP-816		SHIP-817		SHIP-818		SHIP-819		SHIP-820		SHIP-821		SHIP-822		SHIP-823		SHIP-824		SHIP-825		SHIP-826		SHIP-827		SHIP-828		SHIP-829		SHIP-830		SHIP-831		SHIP-832		SHIP-833		SHIP-834		SHIP-835		SHIP-836		SHIP-837		SHIP-838		SHIP-839		SHIP-840		SHIP-841		SHIP-842		SHIP-843		SHIP-844		SHIP-845		SHIP-846		SHIP-847		SHIP-848		SHIP-849		SHIP-850		SHIP-851		SHIP-852		SHIP-853		SHIP-854		SHIP-855		SHIP-856		SHIP-857		SHIP-858		SHIP-859		SHIP-860		SHIP-861		SHIP-862		SHIP-863		SHIP-864		SHIP-865		SHIP-866		SHIP-867		SHIP-868		SHIP-869		SHIP-870		SHIP-871		SHIP-872		SHIP-873		SHIP-874		SHIP-875		SHIP-876		SHIP-877		SHIP-878		SHIP-879		SHIP-880		SHIP-881		SHIP-882		SHIP-883		SHIP-884		SHIP-885		SHIP-886		SHIP-887		SHIP-888		SHIP-889		SHIP-890		SHIP-891		SHIP-892		SHIP-893		SHIP-894		SHIP-895		SHIP-896		SHIP-897		SHIP-898		SHIP-899		SHIP-900		SHIP-901		SHIP-902		SHIP-903		SHIP-904		SHIP-905		SHIP-906		SHIP-907		SHIP-908		SHIP-909		SHIP-910		SHIP-911		SHIP-912		SHIP-913		SHIP-914		SHIP-915		SHIP-916		SHIP-917		SHIP-918		SHIP-919		SHIP-920		SHIP-921		SHIP-922		SHIP-923		SHIP-924		SHIP-925		SHIP-926		SHIP-927		SHIP-928		SHIP-929		SHIP-930		SHIP-931		SHIP-932		SHIP-933		SHIP-934		SHIP-935		SHIP-936		SHIP-937		SHIP-938		SHIP-939		SHIP-940		SHIP-941		SHIP-942		SHIP-943		SHIP-944		SHIP-945		SHIP-946		SHIP-947		SHIP-948		SHIP-949		SHIP-950		SHIP-951		SHIP-952		SHIP-953		SHIP-954		SHIP-955		SHIP-956		SHIP-957		SHIP-958		SHIP-959		SHIP-960		SHIP-961		SHIP-962		SHIP-963		SHIP-964		SHIP-965		SHIP-966		SHIP-967		SHIP-968		SHIP-969		SHIP-970		SHIP-971		SHIP-972	
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GEORGIA BSMTH					
XXXXXXXXXXXXXXXXXXXXXX					
				STORE 0	
				TOTAL UNITS	
				TOTAL COST	
				ORDER IDEN DATE	
				TOTAL RETAIL	

\$83700.00      12/87      \$259200.00  
DISTRIBUTION CENTER

# EXHIBIT C

**Sammy Mesrie**

**From:** Sammy Mesrie [smesrie@gmail.com]

**Sent:** Wednesday, June 11, 2008 5:10 PM

**To:** 'ESHAPIRO@URBANBRANDS.COM'

**Cc:** GINA FERNANDEZ (GFERNANDEZ@URBANBRANDS.COM)

DEAR ETHAN

I AM COMING FORWARD WITH ALL THE INFORMATION THAT YOU NEEDED FROM ME. I JUST FOUND OUT THAT WE SOLD THE GOODS TO ROSS AS WELL, & HAVE GIVEN THE INFO TO GINA. A HUGE MISTAKE WAS MADE BY OUR CO. I PERSONALLY DID NOT DO IT, BUT I AM READY TO TAKE FULL RESPONSABILITY. MY EX-PARTNER, WHO EFFECTIVELY MADE THE SALE, IS NO LONGER WITH THIS COMPANY. THE PREVIOUS COMPANY (JUST ERNIE) HAS BEEN SELLING ASHLEY'S CANCELATIONS TO THE MARKET SINCE BEFORE WE BECAME PARTNERS.

I CONSIDER MYSELF TO HAVE BEEN A GREAT SUPPORTER OF YOUR COMPANY, YOU COULD ATTEST TO THAT. EVEN UNTIL NOW I HAVE BEEN PRODUCING GOODS FOR YOU UNTIL TODAY.

I DON'T KNOW IF IT WOULD MAKE A DIFFERENCE, BUT BESIDES THAT I HAVE BEEN GOING OUT ON A LIMB WITH YOUR CREDIT, I WAS NOT ABLE TO GET CREDIT MYSELF ON YOUR INVOICES, BUT I CONTINUED WITH THE HARDSHIP.

WE ARE BOTH JEWS & I AM SURE YOU DON'T WANT TO SEE ME GO OUT OF BUSINESS.

I AM WILLING TO MAKE AMMENDS & HOPEFULLY CONTINUE FORWARD AS A PARTNERSHIP LIKE WE HAVE HAD IN THE PAST.

I WOULD REALLY APPRECIATE THE OPPORTUNITY TO SEE YOU IN YOUR OFFICE THIS WEEK.

I LOOK FORWARD TO HEAR BACK FROM YOU

RGDS

SAMMY

**Sammy Mesrie**

**From:** Sammy Mesrie [smesrie@gmail.com]  
**Sent:** Friday, June 13, 2008 10:56 AM  
**To:** 'ESHAPIRO@URBANBRANDS.COM'  
**Subject:**  
**Attachments:** img009.jpg ricky; SAMMIES DOCUMENT001.jpg

Dear Ethan:

I would like to clarify the grave misunderstanding that has transpired over the last couple of days. On June 5, Georgia sent me an order to be shipped immediately. When compiling the details, I was incorrectly informed by my staff of the number of units on hand.

Georgia responded that we did not have enough quantity for her order, and that her records showed that we should have a total of 5850 units.

I went back and checked the actual quantities and found we had made an Error. We actually had a total of 7665 units. We quickly informed her of the number of quantity and told her we had made an error.

There was no intention of deceiving her or attempting to sell the goods to anyone else. Otherwise we would have never informed her of the actual quantities we had in the warehouse.

When you inquired about the situation on Wednesday, I was nothing less than honest and forth wright

In connection with your goods sold to another store (which was initiated by my former partner) we engaged our warehouse to remove all Ashley labels & tags on the goods that were shipped to Ross stores and Burlington. I have enclosed a copy of the invoice for these services. There is always a possibility that a few pieces were missed.

I hope you understand that we never intentionally meant to hurt your company. We were supportive during your difficult time, as you personally told me. We humbly request you review this situation objectively. I had faith in you, please have Faith in me. Mistakes happen.

Ethan, I am appealing to you from the bottom of my heart. Please let me see you in person so we may resolve this issue as businessmen. Please remember when you came in December and thanked us for our backing, I would very much appreciate your reciprocity.

I look forward to hearing back from you.

Best Regards,  
Sammy Smesrie

P.S there is an attachment of the invoice from the warehouse if it is not clear we will fax it to you.



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**From:** Sammy Mesrie [mailto:smesrie@gmail.com]

**Sent:** Friday, June 28, 2008 11:52 AM

**To:** Ethan Shapiro

**Cc:** Mike Abate

**Subject:** yesterday's meeting

Dear Ethan

I met with Mike yesterday & I am sure that he updated you on our meeting.  
The whole situation can be summarized in the following:

Did I hurt you with me selling the goods, very possible, did I do it intentionally definitely no, especially how we instructed the warehouse to remove everything from the garments, & the amount of goods that were shipped. As a matter of fact, Georgia started ordering the goods since May.

Did I get hurt from you, yes, since November I have had 600,000.00 from my capital frozen, & I have been barely surviving, all due to your financial situation, did you do it to me intentionally?

No, I could understand the bad retail atmosphere & how you explained to me how a Merchandise Manager for Marriane totally mismanaged the operation, & how much it affected your company.

As discussed with Mike, all unsold goods are on their way back to our warehouse. I would like to set up a meeting with you, & discuss the matter further & hopefully we can come to an agreeable solution mutually

Regards

Sammy



**Sammy Mesrie**

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**From:** Ethan Shapiro [EShapiro@urbanbrands.com]  
**Sent:** Friday, June 20, 2008 12:42 PM  
**To:** Sammy Mesrie  
**Cc:** Mike Abate; Georgia Smith; Marla Minns; Gina Fernandez; Anita Britt  
**Subject:** RE: yesterday's meeting

Sammy,  
When you are ready to admit that we are the innocent party and ordered and paid in good faith, perhaps we can meet. However, since we will not, under any circumstances, be doing future business it seems a waste of time. If you are under the impression that a Marianne merchandise manager had anything to do with this problem, you again and as usual misspeak. Simply put, you did not ship us all the available goods because you were afraid to carry the paper on your own, your absolute right to do so. After that you got greedy and sold our goods, without our release, which you would not ship us at full cost, to competitors at a discount. Simply put Sammy, you are not a partner we want to do business with and we will not do so. You have an obligation to get our goods off the floor of competitors and we have a decision to make whether or not we sue for damages. It is your call and you must fix the problem now in order that we may put this behind us.

Ethan Shapiro  
CEO, Urban Brands, Inc.

**Sammy Mesrie**

**From:** Sammy Mesrie [smesrie@gmail.com]

**Sent:** Friday, June 20, 2008 2:10 PM

**To:** 'Ethan Shapiro'

**Cc:** 'Mike Abate'

**Subject:** RE: yesterday's meeting

Dear Ethan

My intention in the email was never to go out to prove you were guilty or innocent, I only meant to show what led me to this situation.

Actually, greed was not what led me to sell your goods, but the desperation I had with my cash flow.

I admit that all along you took delivery & paid for the goods in full & on time. But please understand the financial hardship I had (mainly unavailability of credit from factor), to be able to survive the crisis.

Regarding fixing the problem, you can tell how straightforward I was with the information I supplied to you & to Mike yesterday.

Again I look forward to meet you & resolve it as amicably as possible

Rgds

sammy

# EXHIBIT D

INVOICE NO. 117790

DATE 3/18/08

INTERIOR LOGISTICS GROUP INC.  
1000 NEW LEXINGTON ROAD  
SPRINGFIELD, NJ 07081  
CEN 206-368-0200

SO  
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SOUT STITCH LLC  
LDBO JUST ERNIE INC.  
1407 BROADWAY SUITE 1000  
NEW YORK, NY 10018

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ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	UNIT PRICE	AMOUNT
	ERIE		NET				
	SPECIAL SERVICES REMOVING TENTS FOR BURLINGTON FROM ARIEY ON STYLE 4100 H 41 TENTS FOR ERNIE	1800		0.20			360.00
	SPECIAL SERVICES REMOVING TENTS WITH LINES WITH H PIPES FOR THE ABOVE	1800		0.10			180.00
	REMOVING FOR THE ABOVE	1800		0.05			90.00
	CUB LINED FOR THE ABOVE	175		1.50			262.50
	SPECIAL SERVICES TIGHTENING FOR TRAIL STYLE 4000, 4000B, 52000	2500		0.10			250.00
	SPECIAL SERVICES TIGHTENING FOR TRAIL TREAD ON P200000	700		0.10			70.00
	SPECIAL SERVICES REMOVING TENTS FOR ROAD ON STYLE 4100 4101	7500		0.10			750.00

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT

PAY THIS  
AMOUNT

DATE

# EXHIBIT E

**Bert**

---

**From:** "Meghan Breedlove" <Meghan.Breedlove@coat.com>  
**To:** <Justblu@aol.com>; "Bert" <bert@justbluusa.com>  
**Sent:** Tuesday, June 17, 2008 4:22 PM  
**Subject:** FW: Vendor 71872

Hi Guys

I am sure you have been in touch with our legal dept. about this and the situation before. Please send me an email and subject to the best of the situation. Thank you for your help.

Thanks

Meghan

**From:** Stacy Haigney  
**Sent:** Tuesday, June 17, 2008 4:00 PM  
**To:** Jane Taylor  
**Cc:** Jack Moore; Paul Tang; Gloria Johnson; Meghan Breedlove; Alison Wong  
**Subject:** Vendor 71872

Dear Jane—We purchased two styles of Ashley Stewart jeans (Class 400; styles 4100 & 4101, Basic 5 PKT Black and 5 PKT Blue/Black) from Just Emie, Inc.# 71872 a/k/a Hot Stitch which the owner of Ashley Stewart is complaining about because, allegedly, our vendor is not allowed to sell Ashley Stewart products with the trade name still in the garment. (The name is embroidered in and can not be removed or blacked out.) I had hoped that the vendor would work out a deal with Ashley Stewart to let us sell off the approx. 1700 pairs we have left. Unfortunately, that did not happen. Ashley Stewart insists that we stop selling the garments and that we return them to our vendor. The buyer is Meghan Breedlove. I ask that Meghan coordinate with you to get the garments off the floor and returned to the vendor. Ashley Stewart is instructing the vendor to cooperate with us in this regard. Thanks, Stacy

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6/24/2008